

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

August 7, 2017

6:00 PM

Council Work Session

*Will Bennett-Chair
Bob Clark
Steve Donahue
Bruce Jarvis
Bobbie Mershon
Mike Walker
Jim Wynkoop*

Call To OrderRoll CallAlso In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

Request for Council Action[RES-17-014](#)

A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF CANAL WINCHESTER IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN

[ORD-17-031](#)

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR THE VILLAGES AT WESTCHESTER SECTION 10, PART 1; AND DECLARING AN EMERGENCY

Attachments:

[P&Z Recommendation VAW Sec 10-1](#)

[Villages at Westchester Section 10-1 Plat](#)

[ORD-17-032](#)

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR CANAL COVE SECTION 4; AND DECLARING AN EMERGENCY

Attachments:

[P&Z Recommendation Canal Cove Sec 4](#)

[Canal Cove Sec 4 Plat](#)

[ORD-17-033](#)

AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS ORDINANCE 16-033, AMENDMENT #5

[ORD-17-034](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO CONVEY THREE TRACTS OF LAND CONSISTING OF 23.631 ACRES

ON ROBINETT WAY TO THE CANAL WINCHESTER
INDUSTRY AND COMMERCE CORPORATION TO PROVIDE
FOR ITS SUBSEQUENT CONVEYANCE TO NIFCO AMERICA
CORPORATION, PURSUANT TO A PURCHASE AND SALE
AGREEMENT, AND TO DECLARE AN EMERGENCY

Reports

Amanda Jackson-

Lucas Haire-

Matt Peoples -

Items for Discussion

[17-201](#)

OPWC Application Update

[17-202](#)

New Fleet Vehicle(s)

Old/New Business

Adjournment

RES-17-014

A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF CANAL WINCHESTER IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN

WHEREAS, pursuant to the provisions of the Housing and Community Development Act of 1974 (Public Law 93-383, 42 U.S.C. 5301), as amended, Franklin County, Ohio is recognized by the United States Department of Housing and Urban Development as an urban county and entitled to Community Development Block Grant Program funds and HOME funds for urban counties; and

WHEREAS, pursuant to the provision of Section 307.85, Ohio Revised Code, the Board of County Commissioners, Franklin County, Ohio is authorized to enter into agreements with cities and villages in Franklin County to exercise certain powers and perform certain functions or render services on behalf of the said cities and villages.

WHEREAS, the City of Canal Winchester desires to reaffirm its participation and inclusion of its population in the Franklin County Community Development Block Grant and HOME programs and to reauthorize the cooperation agreement for another three years (April 1, 2018 – March 31, 2021).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CANAL WINCHESTER, STATE OF OHIO, OF THE ELECTED MEMBERS CONCURRING:

SECTION 1. That the City of Canal Winchester is located within the geographical boundaries of Franklin County, Ohio.

SECTION 2. That the attached agreement with the Board of County Commissioners, Franklin County, Ohio, is hereby reauthorized for the period April 1, 2015 through March 31, 2018 for the purpose of cooperating and participating in the Franklin County HUD Entitlement program per the Housing and Community Development Act of 1974 (Public Law 93-383), 42U.S.C.5301, as amended, and Section 570.105b3(iii), Community Development Block Grant Program Rules and Regulations.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council as set forth in the Canal Winchester Charter.

Clerk of Council

ORD-17-031

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT
FOR THE VILLAGES AT WESTCHESTER SECTION 10, PART 1; AND DECLARING AN
EMERGENCY**

WHEREAS, pursuant to Section 1117.04 (f) is provided that Council shall be presented final plats for final approval of subdivisions; and

WHEREAS, a final plat for The Villages at Westchester Section 10, Part 1 has been presented to the Planning Commission with a recommendation to City Council for approval;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of The Villages at Westchester Section 10, Part 1 subject to and conditioned upon the following:

- A. That the executed final plat shall not be released for recording until the public infrastructure improvements have been inspected and approved by authorized representatives of the City.

SECTION 2. That this ordinance is declared an emergency measure; necessary for the preservation of public health, safety, and welfare, such emergency arising from the need to comply with City Code requirements for recording the plat by a certain date; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL



To: Amanda Jackson, CMC, Clerk of Council

From: Andrew Moore, Planning and Zoning Administrator

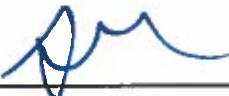
Date: July 11, 2017

RE: Application FS-17-002

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held July 10, 2017

Motion by Gatliff, seconded by Vasko, to recommend to Council approval of FS-17-002; to consider a Final Subdivision Plat for Villages at Westchester Section 10 Part I; for property located at PID: 184-003282. Applicant Mark Bridwell, Owner Grand Communities, Ltd. Voting yes: Bill Christensen; Joe Wildenthaler; Brad Richey; Mike Vasko; Drew Gatliff. **Motion Carried 5-0**



Andrew Moore
Planning and Zoning Administrator

P:\2016\162-435-Survey\Draw\162435-501-PLAT-SEC 10-PH 1.dwg[AutoCAD] LS[6/29/2017 - 1:00PM] - LIP: 7/10/2017 4:35 PM

THE VILLAGES AT WESTCHESTER

SECTION 10 PART 1

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 30, TOWNSHIP 15, RANGE 20 EAST OF THE SCIOTO RIVER
CONGRESS LANDS

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER, AND LOCATED IN SECTION 30, TOWNSHIP 15, RANGE 20, CONGRESS LANDS EAST OF SCIOTO RIVER, CONTAINING 3.296 ACRES OF LAND, MORE OR LESS, SAID 3.296 ACRES BEING OUT OF THAT 13.689 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO GRAND COMMUNITIES, LTD OF RECORD IN INSTRUMENT NO. 201612160173734, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED, GRAND COMMUNITIES, LTD, A KENTUCKY CORPORATION, BY TODD E. HUSS, PRESIDENT, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS **"THE VILLAGES AT WINCHESTER, SECTION 10, PART 1"**, A SUBDIVISION CONTAINING LOTS NUMBERED 705-717 INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE, AS SUCH, ALL OR PARTS OF CONNOR AVENUE, SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "EASEMENT", OR "DRAINAGE EASEMENT". EACH OF THE AFOREMENTIONED DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE. WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA WITHIN SAID 13.689 ACRE TRACT OF LAND OWNED BY GRAND COMMUNITIES, LTD, AND ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENT" PARAGRAPH.

IN WITNESS WHEREOF, GRAND COMMUNITIES, LTD, TODD E. HUSS, PRESIDENT OF GRAND COMMUNITIES, LTD, HAS CAUSED THIS PLAT TO BE EXECUTED BY THIS DULY AUTHORIZED OFFICE.

THIS ____ DAY OF _____, 2017.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRAND COMMUNITIES, LTD
A KENTUCKY LIMITED PARTNERSHIP
BY: FISCHER DEVELOPMENT COMPANY
A KENTUCKY CORPORATION
ITS: GENERAL PARTNER

BY: _____

TODD E. HUSS
PRESIDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF BOONE:

THE FOREGOING INSTRUMENT WAS SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017, BY GRAND COMMUNITIES, LTD., A KENTUCKY LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, FISCHER DEVELOPMENT COMPANY, BY AND THROUGH TODD E. HUSS, ITS PRESIDENT, DULY AUTHORIZED BY RESOLUTION.

MY COMMISSION EXPIRES _____

DEVELOPER:
GRAND COMMUNITIES, LTD
3940 OLYMPIC BOULEVARD, SUITE 100
ERLANGER, KENTUCKY 41019
PHONE: (317)489-7096
CONTACT: MARK BRIDWELL
EMAIL: MBRIDWELL@FISCHERHOMES.COM

APPROVED THIS ____ DAY OF _____, 2017

PLANNING & ZONING ADMINISTRATOR,
CITY OF CANAL WINCHESTER

APPROVED THIS ____ DAY OF _____, 2017

CHAIRMAN,
PLANNING & ZONING ADMINISTRATOR,
CITY OF CANAL WINCHESTER

APPROVED THIS ____ DAY OF _____, 2017

CITY ENGINEER,
CITY OF CANAL WINCHESTER

THIS ____ DAY OF _____, 2017, BY ORDINANCE NO. _____ RIGHTS-OF-WAY FOR CONNOR AVENUE, HEREIN DEDICATED TO THE PUBLIC USE ARE HEREBY ACCEPTED AND APPROVED AS SUCH BY THE CITY OF CANAL WINCHESTER, OHIO.

MAYOR, CITY OF CANAL WINCHESTER

CLERK OF COUNCIL,
CITY OF CANAL WINCHESTER

THIS PLAT SHALL NOT BE TRANSFERRED OR RECORDED UNTIL ALL ABOVE REQUIRED SIGNATURES ARE PLACED ON THIS PLAT.

TRANSFERRED THIS ____ DAY OF _____, 2017

AUDITOR, FRANKLIN COUNTY, OHIO

DEPUTY AUDITOR, FRANKLIN COUNTY, OHIO

RECORDER, FRANKLIN COUNTY, OHIO

DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

FILED FOR RECORD THIS ____ DAY OF _____, 2017

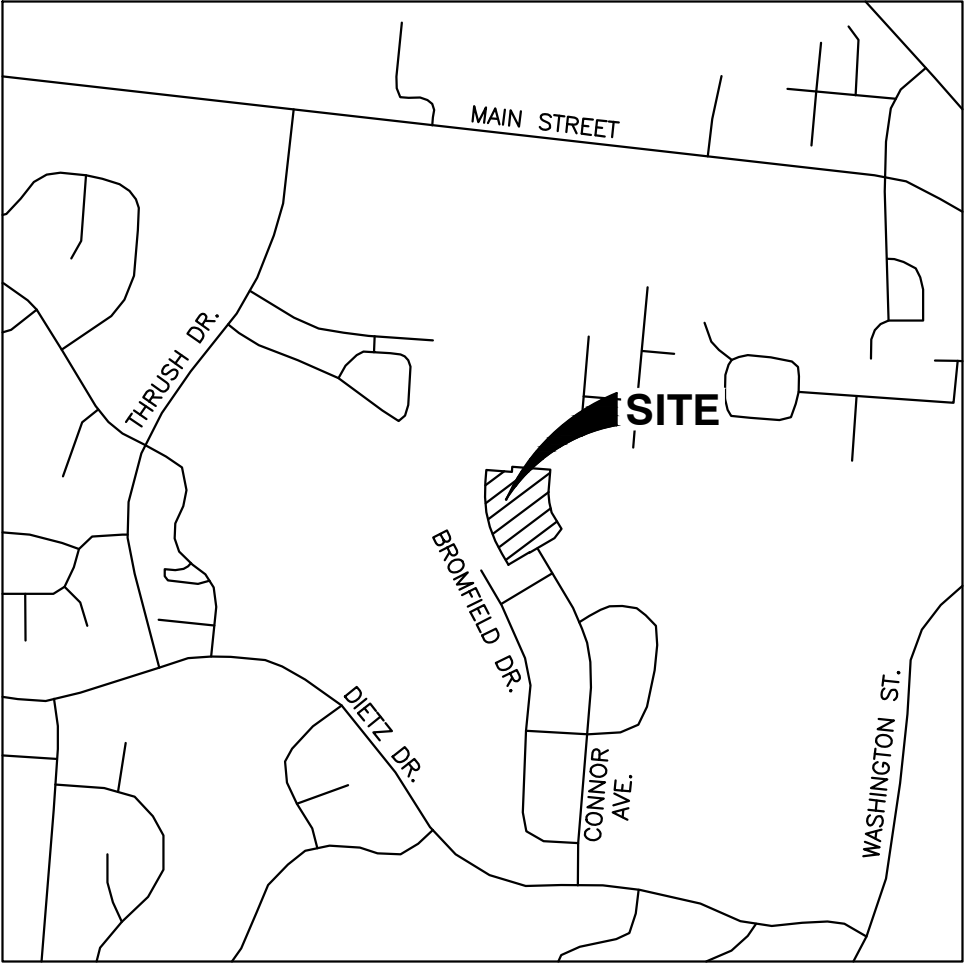
AT _____M.

FEE \$_____

FILE NO. _____

RECORDED THIS _____, DAY OF _____, 2017

PLAT BOOK _____, PAGES _____



VICINITY MAP
SCALE: 1"=1,000'

ZONING:
AT THE TIME OF PLATTING, THE PROPERTY BEING PLATTED HEREON AND THE ADJACENT PROPERTIES ARE ZONED "PLANNED UNIT DISTRICT (PUD)"

BASIS OF BEARINGS:
THE BEARINGS FOR THIS SURVEY ARE BASED ON THE EASTERLY LINE OF 13.689 ACRE TRACT AS SHOWN IN INSTRUMENT NUMBER 201612160173734 AS BEING SOUTH 04°28'49" WEST.

SOURCE OF DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH AN ALUMINUM CAP BEARING THE INITIALS "CEC INC".

CERTIFICATION:
WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. S-8232

DATE _____

REVISION RECORD	
NO	DATE



Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

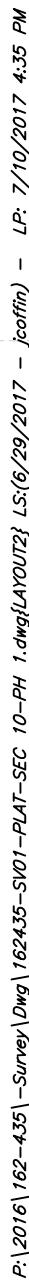
THE VILLAGES AT WESTCHESTER
CITY OF CANAL WINCHESTER
FRANKLIN COUNTY, OHIO

THE VILLAGES OF WESTCHESTER
SECTION 10 PART 1


DATE:	JUNE 2017	DRAWN BY:	JEC
DWG SCALE:	N/A	CHECKED BY:	MJA
PROJECT NO:	162-435		
APPROVED BY:			MAS

DRAWING NO.:
PLAT

SHEET 1 OF 2



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHB	CHL
C1	730.65'	0°13'13"	2.81'	N 30°20'40" W	2.81'
C2	430.00'	34°56'05"	262.18'	N 12°59'13" W	258.14'
C3	403.00'	34°56'05"	245.72'	N 12°59'13" W	241.93'
C4	457.00'	34°56'05"	278.65'	N 12°59'13" W	274.35'
C5	457.00'	6°11'25"	49.37'	N 01°23'07" E	49.35'
C6	457.00'	7°38'50"	61.00'	N 05°32'01" W	60.95'
C7	457.00'	7°38'50"	61.00'	N 13°10'51" W	60.95'
C8	457.00'	7°38'50"	61.00'	N 20°49'41" W	60.95'
C9	457.00'	5°48'10"	46.28'	N 27°33'11" W	46.26'
C10	403.00'	3°39'51"	25.77'	N 02°38'54" E	25.77'
C11	403.00'	11°06'51"	78.17'	N 04°44'27" W	78.05'
C12	403.00'	11°42'50"	82.39'	N 16°09'17" W	82.25'
C13	403.00'	8°26'34"	59.38'	N 26°13'59" W	59.33'

[illegible]

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road • Suite 250 • Worthington, OH 43085
614-540-6633 • 888-598-6808

**THE VILLAGES AT WESTCHESTER
CITY OF CANAL WINCHESTER
FRANKLIN COUNTY, OHIO**

DATE:	JUNE 2017	DRAWN BY:	JEC
DWG SCALE:		CHECKED BY:	MJA
PROJECT NO:			162-435
APPROVED BY:			MAS

DRAWING NO.:
PLAT
SHEET **2** OF **2**

ORD-17-032

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT
FOR CANAL COVE SECTION 4; AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Section 1117.04 (f) is provided that Council shall be presented final plats for final approval of subdivisions; and

WHEREAS, a final plat for Canal Cove Section 4, has been presented to the Planning Commission with a recommendation to City Council for approval;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of Canal Cove Section 4, subject to and conditioned upon the following:

- A. That the executed final plat shall not be released for recording until the public infrastructure improvements have been inspected and approved by authorized representatives of the City.

SECTION 2. That this ordinance is declared an emergency measure; necessary for the preservation of public health, safety, and welfare, such emergency arising from the need to comply with City Code requirements for recording the plat by a certain date; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL



To: Amanda Jackson, CMC, Clerk of Council

From: Andrew Moore, Planning and Zoning Administrator

Date: July 11, 2017

RE: Application FS-17-001

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held July 10, 2017

Motion by Richey, seconded by Wildenthaler, to recommend to Council approval of FS-17-001; to consider a Final Subdivision Plat for Canal Cove Section 4; for property located at PID: 042-0389430. Applicant Terry Andrews, Owner Westport Homes, LLC. Voting yes: Bill Christensen; Joe Wildenthaler; Brad Richey; Mike Vasko; Drew Gatliff. **Motion Carried 5-0**

Andrew Moore
Planning and Zoning Administrator

CANAL COVE SECTION 4

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, and in Section 29, Township 15, Range 20, Congress Lands, containing 8.935 acres of land, more or less, said 8.935 acres being part of that tract of land conveyed to **WESTPORT HOMES, INC.** by deed of record in Official Record 1686, Page 506, Recorder's Office, Fairfield County, Ohio.

The undersigned, **WESTPORT HOMES, INC.**, an Indiana corporation, by **STEVEN M. DUNN**, President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**CANAL COVE SECTION 4**", a subdivision containing Lots numbered 105 to 128, both inclusive, and an area designated as Reserve "E", does hereby accept this plat of same, does voluntarily consent to the execution of said plat and dedicates to public use, as such, all of the Drive, Streets and Road, shown hereon and not heretofore dedicated. The pavement constructed within the Drive, Streets and Road shown hereon will not be accepted for public use until such time as the construction of said pavement is complete and formally accepted as such by the City of Canal Winchester.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Structures are not permitted within areas over which easements are hereby reserved. Landscaping, if installed within areas over which easements are hereby reserved, shall not interfere with the construction, operation and maintenance of utilities and service connections, and shall not interfere with storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other storm water drainage facilities. No above grade structures, dams, fences or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat. Easement areas shown hereon outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **STEVEN M. DUNN**, President of **WESTPORT HOMES, INC.**, has hereunto set his hand this ____ day of ____, 20__.

Signed and Acknowledged
In the presence of

WESTPORT HOMES, INC.

By _____
STEVEN M. DUNN,
President

STATE OF INDIANA
COUNTY OF MARION ss:

Before me, a Notary Public in and for said State, personally appeared **STEVEN M. DUNN**, President of **WESTPORT HOMES, INC.**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **WESTPORT HOMES, INC.**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of ____, 20__.

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of ____, 201_____
Planning & Zoning Administrator,
City of Canal Winchester

Approved this ____ day of ____, 201_____
Chairman,
Planning & Zoning Commission,
City of Canal Winchester

Approved this ____ day of ____, 201_____
City Engineer,
City of Canal Winchester

This ____ day of ____, 201_____, rights-of-way for all of the Drive, Streets and Road herein dedicated to public use are hereby approved and accepted as such for the City of Canal Winchester, Ohio.

Mayor, City of Canal Winchester

Clerk of Council,
City of Canal Winchester

This plat shall not be transferred or recorded until all above required signatures are placed on this plat.

I hereby certify that the land described by this plat was transferred on _____, 20__.

I hereby certify that this plat was filed for recording on _____, 201____ and that it was recorded on _____, 20__ in Plat Cabinet ____, Slot _____ plat records of Fairfield County, Ohio.

Fee \$ _____

Auditor, Fairfield County, Ohio

Recorder, Fairfield County, Ohio

WESTPORT HOMES INC.
507 EXECUTIVE CAMPUS DR. #100
WESTERVILLE, OHIO 43082



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83. Control for the bearings was from coordinates of Monument Numbers 4442 and 7761, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Fairfield County, Ohio, Recorder.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



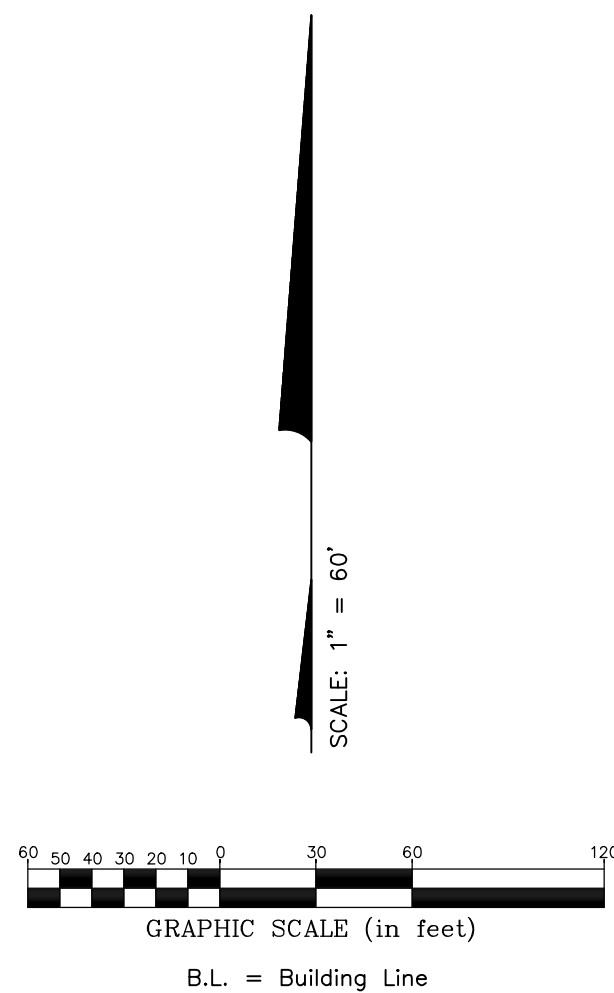
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- © = Permanent Marker (See Survey Data)

By _____
Professional Surveyor No. 7865

Date

CANAL COVE SECTION 4



NOTE "A" - MINIMUM SETBACKS: The zoning classification for Canal Cove in effect at the time of platting of Canal Cove Section 4 is PRD and specifies the following dimensions for the minimum setbacks for each lot:

Front: 30 feet
Side: 8 feet (one side); 20 feet (total)
Rear: 30 feet

NOTE "B": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "C" - RESERVE "E": Reserve "E", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Canal Cove subdivisions for the purpose of open space/storm water retention.

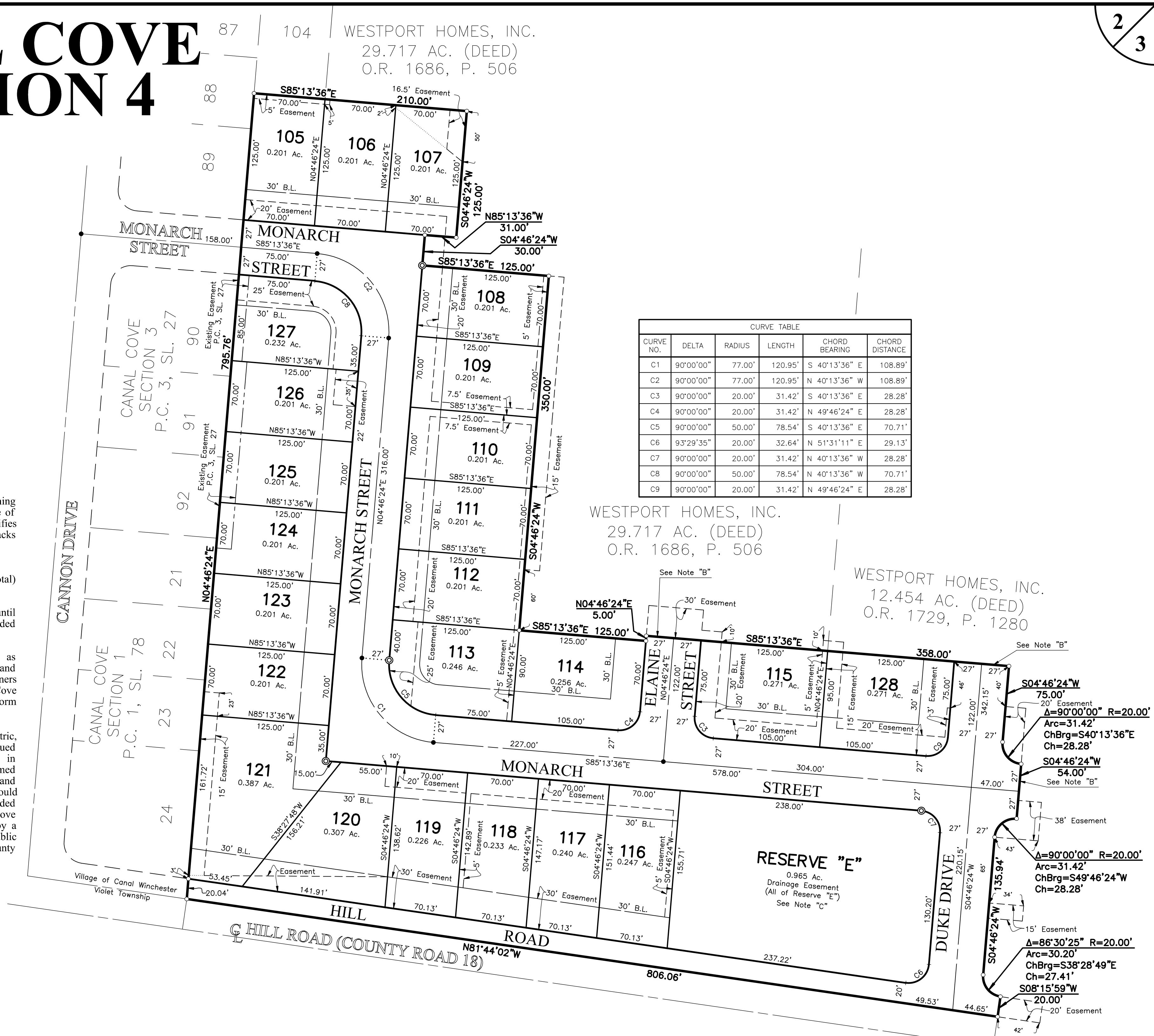
NOTE "D": At the time of platting, electric, telephone and cable service providers have not issued information required so that easement areas, in addition to those shown on this plat and deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could be conveniently shown on this plat. Existing recorded easement information desired about Canal Cove Section 4 or any part thereof can be acquired by a competent examination of the then current public record, including those in the Fairfield County Recorder's Office.

WESTPORT HOMES, INC.
29.717 AC. (DEED)
O.R. 1686, P. 506

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	77.00'	120.95'	S 40°13'36" E	108.89'
C2	90°00'00"	77.00'	120.95'	N 40°13'36" W	108.89'
C3	90°00'00"	20.00'	31.42'	S 40°13'36" E	28.28'
C4	90°00'00"	20.00'	31.42'	N 49°46'24" E	28.28'
C5	90°00'00"	50.00'	78.54'	S 40°13'36" E	70.71'
C6	93°29'35"	20.00'	32.64'	N 51°31'11" E	29.13'
C7	90°00'00"	20.00'	31.42'	N 40°13'36" W	28.28'
C8	90°00'00"	50.00'	78.54'	N 40°13'36" W	70.71'
C9	90°00'00"	20.00'	31.42'	N 49°46'24" E	28.28'

WESTPORT HOMES, INC.
29.717 AC. (DEED)
O.R. 1686, P. 506

WESTPORT HOMES, INC.
12.454 AC. (DEED)
O.R. 1729, P. 1280



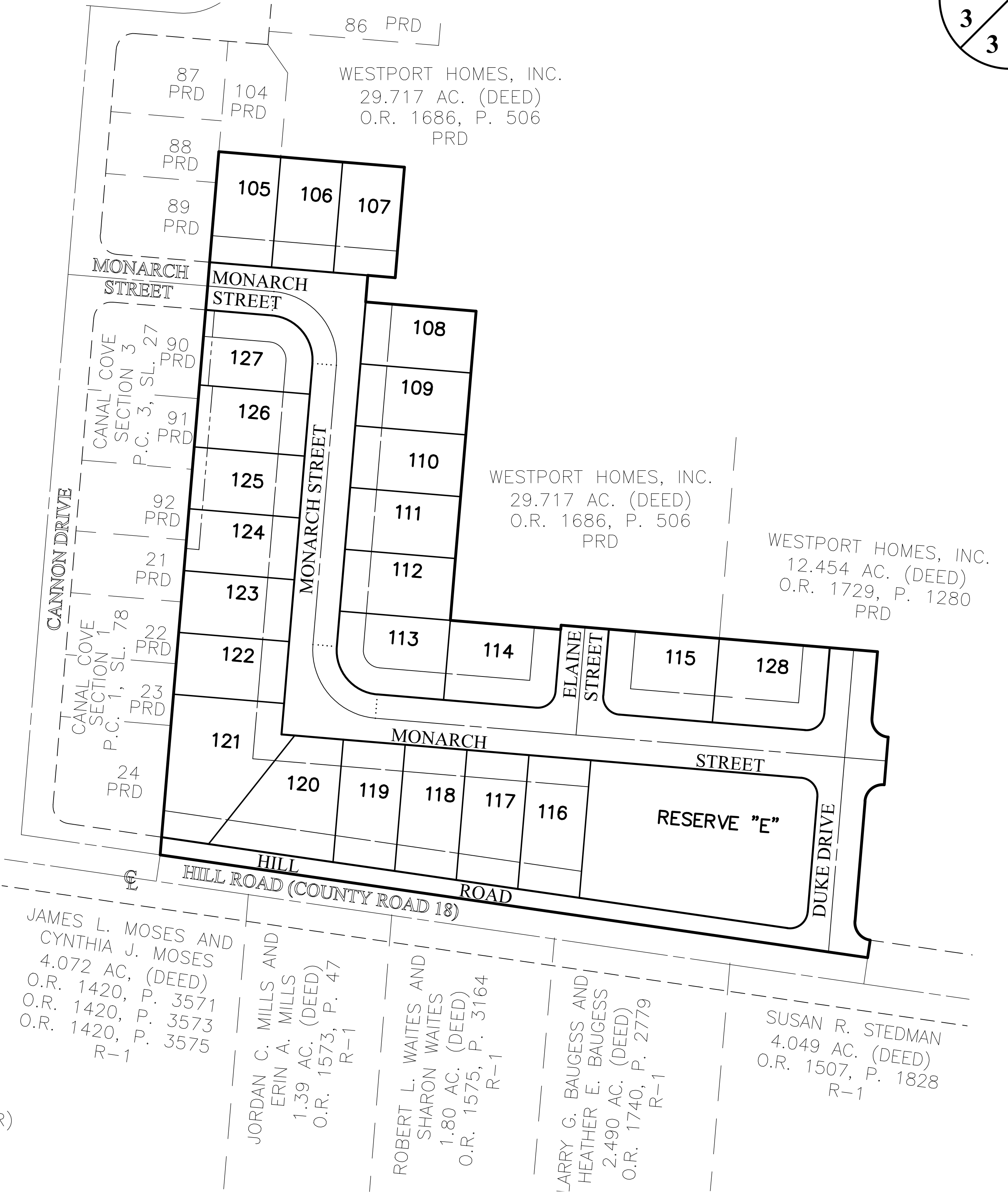
CANAL COVE SECTION 4



Note: The information provided on this Sheet 3 of 3 has been provided to comply with the subdivision regulation in effect at the time of platting (requiring adjoining property owners within 150 feet, their acreage and zoning designation) and is not intended to be used for any other purpose. Please see Sheets 1, and 2 of this document for lot configurations, dimensions, easements, restrictions and monumentation.

ZONING

PRD = PLANNED RESIDENTIAL DISTRICT (CANAL WHINCHESTER)
R-1 = SINGLE FAMILY RESIDENTIAL (VIOLET TOWNSHIP)



ORDINANCE NO. 17-033

**AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS
ORDINANCE 16-033, AMENDMENT #5**

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

SECTION 1: That the 2017 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$362,500.00 to the following functions:

<u>Department</u>	<u>Function</u>	<u>Amount</u>
Sheriff	Operating Expenses	\$ 50,500.00
Swimming Pool	Operating Expenses	\$ 5,000.00
Construction Services	Operating Expenses	\$ 307,000.00

SECTION 2: That the 2017 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$20,000.00 to the Collections – Operating Expenses function; and

SECTION 3: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL

ORDINANCE NO. 17-034

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO CONVEY THREE TRACTS OF LAND
CONSISTING OF 23.631 ACRES ON ROBINETT WAY TO THE CANAL WINCHESTER INDUSTRY
AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO NIFCO
AMERICA CORPORATION, PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO
DECLARE AN EMERGENCY**

WHEREAS, Nifco America Corporation desires to acquire 23.631 acres of land owned by the City of Canal Winchester for construction of new facilities; and

WHEREAS, the City hereby finds and determines that the 23.631 acres of land on Robinett Way is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

WHEREAS, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

SECTION 1. That the Mayor be, and hereby is, authorized and directed to, by suitable deed of conveyance, convey the 23.631 acres of land to the Canal Winchester Industry and Commerce Corporation, so as to provide for the performance of the Real Estate Purchase Agreement by and among the Canal Winchester Industry and Commerce Corporation, the City of Canal Winchester and Nifco America Corporation.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land wherefore, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is executed as of the 31st day of JULY, 2017 (the "Execution Date"), by Nifco America Corporation, an Ohio corporation ("Buyer"), City of Canal Winchester, Ohio, an Ohio municipal corporation (individually referred to as "City of Canal"), and Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation (individually referred to as "Canal Winchester"). City of Canal and Canal Winchester collectively shall hereinafter be referred to as "Seller."

WITNESSETH:

1. Basic Terms. The following constitute the "Basic Terms" of this Agreement.

- (a) Property: At the price and upon the terms, conditions and provisions herein contained, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller real estate consisting of 23.631 acres located in the City of Canal Winchester, County of Fairfield, and State of Ohio, on Robinett Way, which parcels are generally shown on the site plan attached hereto and made a part hereof as Exhibit A, and being more particularly described as (i) a 4.102 acre parcel, (ii) a 16 acre parcel, and (iii) a 3.529 acre parcel, and including all improvements, easements, privileges and rights appurtenant thereto and fixtures thereon, either permanently installed or which belong to or are used in connection with said real estate, wherever located (collectively referred to as the "Property").
- (b) Purchase Price: The purchase price for the Property is Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Purchase Price").
- (c) Earnest Money: \$5,000.00 to be delivered upon the execution of this Agreement.
- (d) Closing Date: The closing and conveyance of title to the Property shall take place on a date mutually agreeable to Seller and Buyer, but in no event later than fifteen (15) days after the expiration of the Inspection Period.
- (e) Brokers: None.
- (f) Addresses for Notice:

Buyer: Nifco America Corporation
c/o John K. Dieker
8015 Dove Parkway
Canal Winchester, OH 43110

Copy to: James M. Groner
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, Ohio 43215

Seller:

To: Canal Winchester Industry and Commerce Corporation
c/o City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

Copy to: Eugene L. Hollins
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215

To: City of Canal Winchester:
Mayor Michael Ebert
36 South High Street
Canal Winchester, OH 43110

2. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the Purchase Price and subject to the Basic Terms and all the provisions hereinafter set forth.

3. Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

- (a) Within three (3) days after the Execution Date, Buyer shall deposit the Earnest Money with the Title Company (as defined in paragraph 6 below). Such Earnest Money shall be held, applied, returned or retained in accordance with the terms of this Agreement.
- (b) The remainder of the Purchase Price, plus or minus any prorations and adjustments made pursuant to this Agreement, shall be paid by Buyer by wire transfer or other immediately available funds at Closing (as defined in paragraph 12 hereof).

4. Escrow Terms. Upon receipt of the Earnest Money from Buyer, Title Company shall invest the Earnest Money in an interest-bearing, federally insured account with a national bank or federal savings bank or otherwise as directed by Buyer. All interest on the Earnest Money shall be applied to the Purchase Price, or if Closing does not occur, credited to the party to receive the Earnest Money pursuant to the terms hereof.

5. Inspection Period.

- (a) Buyer acknowledges that Seller has delivered to Buyer all documents and information respecting the Property within Seller's possession or knowledge (collectively the "Materials").
- (b) Buyer's obligations under this Agreement are subject to Buyer's inspection and review of the Property. Buyer shall have sixty (60) days after the Execution Date (hereinafter the "Inspection Period") to (i) make a physical inspection of the Property, including without limitation, environmental conditions and the condition of the soils and the subsurfaces; (ii) review the Materials; (iii) otherwise satisfy itself as to the suitability of the Property for its purposes; Buyer's confirmation that all utilities, including without limitation, electricity, gas, sewer (sanitary and storm), water and telephone services are presently servicing the Property in adequate capacities for Buyer's intended use; (iv)

pursuant to paragraph 7 below, receive the Survey (as defined in paragraph 7 below); (v) to confirm that the Property is properly zoned for Buyer's intended use; (vi) confirm that there are no leases affecting the Property or any tenants or other entities with right of possession or use of the Property (with the exception of an agricultural lease with Stanley F. Smith as lessee dated August 15, 1995); (vii) pursuant to paragraph 6 below, receive the Title Commitment (as defined in paragraph 6 below); (viii) confirm that the Canal Winchester Zoning Code, and any other applicable zoning code, permits the use of the Property as a research and development facility and an automobile manufacturing facility; (ix) receive all corporate approvals necessary to complete the purchase of the Property, and (x) receive written confirmation from Seller and the Fairfield County, Ohio Engineer that the Property has been split into three (3) separate parcels at Seller's expense. At any time before the expiration of the Inspection Period, Buyer may notify Seller in writing that this Agreement is terminated. Upon Seller's receipt of notice of termination prior to the expiration of the Inspection Period, this Agreement shall become null and void, and the Earnest Money shall be promptly returned to Buyer. If Buyer does not notify Seller in writing of its election to declare this Agreement null and void on or before the expiration of the Inspection Period, this Agreement shall become firm and no longer contingent upon Buyer's inspection and review of the Property or Materials.

- (c) At any time before the expiration of the Inspection Period, Buyer, in its sole discretion, may notify Seller in writing that Buyer objects to matters related to the Title Commitment and Survey ("Notice of Objection"). Seller shall, within fifteen (15) days after receipt of such notice, use reasonable efforts to resolve such objection or, if such objection concerns any matter disclosed on the Title Commitment or Survey (a "Title Defect"), obtain affirmative title insurance coverage insuring and defending against any loss, cost or expense arising out of or related thereto ("Affirmative Coverage"). Seller shall be obligated to discharge and cause to be released of record all mortgages and other security instruments encumbering the Property; all assessments and past due taxes of any kind which are, or may be, a lien against the Property; all mechanic's or similar liens; and all judgments and attachments which have become a lien against the Property. If Seller is unable to correct or obtain Affirmative Coverage over all defects set forth in the Notice of Objection to Buyer's reasonable satisfaction within said fifteen (15) days, Seller shall, at any time before the end of said fifteen (15) day period, so notify Buyer, and Buyer shall, within ten (10) days after Seller has given said notice, notify Seller that it shall either (i) waive said defect(s) and proceed to Closing, or (ii) terminate this Agreement. Upon Seller's timely receipt of notice of termination (whether after Notice of Objection or otherwise), this Agreement shall become null and void, whereupon Title Company shall return the Earnest Money to Buyer and neither party shall be liable to the other for damages or otherwise.
- (d) Immediately upon the execution of this Agreement and thereafter continuously through the date of Closing, Seller shall make the Property available for inspection by Buyer, and Buyer's, agents, employees and contractors.

6. Seller's Title. As soon as possible following the Execution Date, Buyer, at Seller's expense as provided below, shall cause to be delivered to Buyer a commitment for an owner's policy of title insurance (the "Title Commitment") issued by Harrison Title Company, Ltd. as agent for First American Title Company ("Title Company") on a form acceptable to Buyer. Such Title Commitment shall commit the Title Company to issue a title policy at Closing insuring, for the full amount of the Purchase Price, good and merchantable fee simple title to the Property in Buyer's name, free from the Schedule B

standard printed exceptions and all other exceptions except those which are acceptable to Buyer. The Title Company shall affirmatively insure (i) the current zoning of the Property in a Form 3.0 Zoning Endorsement, if requested by Buyer, (ii) access from the Property to a dedicated road and that the Property is located within a separate and distinct tax parcel which includes no other Property, (with the exception of the 4.102 acres parcel that has no dedicated road frontage) (iii) contiguity of all parcels, if the Property is composed of two or more parcels, and (iv) any appurtenant easements. Title Company shall agree to issue any other title endorsements requested by Buyer. Title Company shall attach to the Commitment complete, legible copies of all instruments noted as exceptions therein. The Title Commitment shall be updated prior to closing to reflect the state of title (as determined by Ohio law with reference to the Ohio State Bar Association's standards of Title Examination) to the Property at a date not more than ten (10) days prior to the date of closing. Seller shall pay all costs and expenses related to title insurance, including all title search and examination fees, and the premium for the owner title insurance policy issued pursuant to the Title Commitment and Buyer shall pay all insured closing fees, and any charge for special coverage or endorsements.

7. Survey. As soon as possible following the Execution Date, Buyer, at Buyer's expense, may cause a staked metes and bounds description of the Property to be prepared by a registered land surveyor selected by Buyer, a copy of the same to be delivered to Seller. The Survey shall (a) be completed in accordance with the 2016 minimum standard detail requirements for an ALTA/ACSM survey and the specifications set forth as item numbers 1 through 4, 6 through 11, 13, 14, and 16 through 20 of Table A (the "Survey") and be certified to Seller, Buyer, Buyer's lender and the Title Company by such surveyor; (b) have one perimeter description of each parcel of the Property; (c) show all easements, rights-of-way, setback lines, encroachments and other matters affecting the use or development of the Property; (d) show the gross and net acreage of the Property; © certify the zoning of the Property; and (f) certify whether any part of the Property is located within a flood plain or wetlands area.

8. Cooperation of Seller. Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property.

9. Property Taxes and Assessments. Seller shall pay all real estate assessments, whether general or special, assessed against the Property prior to Closing. Buyer will assume and agree to pay so much of the Property taxes assessed against the Property for and becoming a lien during the calendar year in which such closing occurs as shall be allocable to Buyer for the period on and after the Closing, and Seller shall pay the balance of such taxes, using, for Closing purposes, one hundred five percent (105%) of the tax rate and valuation assessment existing at the Closing Date if the applicable tax rate or assessment has not then been determined; provided, however, that both installments of Real Estate taxes payable during the calendar year in which Closing occurs shall be paid by Seller. Any taxes and assessments not assumed by Buyer and not paid by Seller at or prior to Closing shall be allowed to Buyer as a credit against the cash payment required on Closing, and Seller shall not be further liable for such taxes or assessments. Seller shall pay any and all transfer taxes and agricultural recoupment taxes imposed by the county, state or municipality in which the Property is located.

10. Insurance and Risk of Loss. Seller's insurance on the Property shall be canceled as of Closing. In the event that, prior to Closing, all or any portions of the Property, any interests therein, or any rights appurtenant thereto are damaged or destroyed by fire or other casualty or taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at Closing, then Buyer, at its option, may either (a) cancel this Agreement by written notice to Seller, in which event Title Company shall immediately refund the Earnest Money together with all accrued interest to Buyer or (b) elect to proceed

with Closing, in which event the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by the condemning authority by reason of such taking, appropriation or action or proceeding in lieu thereof, and Seller shall transfer and assign to Buyer at Closing any and all further claims, demands, actions and choses in action which may exist by virtue of such taking, appropriation or action or proceeding in lieu thereof.

11. Default. If Buyer shall fail or refuse to perform its obligations herein specified after all conditions in this Agreement have been satisfied, Title Company shall pay the Earnest Money to Seller. In the event that Seller fails or refuses to perform its obligations herein specified, or in the event that any representation or warranty made by Seller herein was, on the day of this Agreement, or at any time thereafter, inaccurate or untrue in any material respect, Buyer shall have the right, at its election and in addition to any other rights or remedies it may have at law or in equity, including specific performance, to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer and the parties shall be released from all further obligations and liabilities hereunder. Buyer and Seller shall also have the right to pursue all appropriate remedies, including damages and specific performance, for any breach hereof by the other party.

12. Closing. The closing of the purchase and sale of the Property (the "Closing") shall occur at the office of the Title Company or another location selected by both Seller and Buyer on the Closing Date set forth in Item D of the Basic Terms.

13. Closing Documents. At Closing, Seller shall execute and deliver to Buyer (a) a general warranty deed in recordable form conveying fee simple title to the Property to Buyer as required under this Agreement; (b) a Seller's Affidavit in a form in accordance with the community custom; (c) a Certification of Nonforeign Status pursuant to Section 1445(b)(2) of the Internal Revenue Code; (d) an IRS Form 1099S; (e) a Transfer Tax Statement or return, if applicable; (f) a closing statement; (g) a lease termination agreement executed by Stanley E. Smith and Seller which terminates the Lease dated August 15, 1995, between those parties; (h) the Option Agreement (as defined in Section 22 below); and (i) such other instruments, certificates or affidavits as may be provided herein or as Buyer or Title Company may reasonably request to effect the intention of the parties hereunder. Buyer shall pay all recording fees for the general warranty deed. Seller shall pay all conveyance fees assessed for the sale of the Property. If there are any expenses or damages owed to Stanley F. Smith as a result of the termination of the farm lease, Seller shall pay such expenses and damages.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is now, free and clear of the claims of any other party except as permitted hereunder.

15. Rights and Obligations. The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns.

16. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by overnight courier, or by certified or registered first-class prepaid mail, return receipt requested, to Seller or Buyer at their respective addresses set forth in the Basic Terms, or at such other address, notice of which may have been given to the other party in accordance with this paragraph 16. Any notice given in accordance with this paragraph shall be deemed to have been duly given or delivered on the date the same is delivered to the recipient or received or refused by the recipient as evidenced by the return receipt.

17. Seller's Representations and Warranties. Seller represents and warrants to, and covenants with, Buyer that the following matters are and shall be true as of the Execution Date and as of the Closing Date:

- (a) City of Canal Winchester, Ohio is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio. Canal Winchester Industry and Commerce Corporation is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio. As of the Closing date, Seller will have full power, authority and legal right, and will have obtained all necessary consents and approvals, to execute, deliver, and perform its obligations under this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute Seller's legal, valid and binding obligation.
- (b) Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Seller's organizational documents or of any contract, instrument, law, governmental rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.
- (c) At Closing, Canal Winchester shall be the sole owner of the Property conveying fee simple title to the Property to Buyer, and no party other than Seller shall have or claim any unrecorded or undisclosed legal or equitable interest therein.
- (d) With respect to the Property, Seller has no knowledge, nor has Seller received notice, of (i) any condition, defect or inadequacy which, if not corrected, would result in termination of insurance coverage or increase its cost; (ii) any violations of building codes and/or zoning ordinances or other governmental laws, regulations or orders; (iii) pending or threatened condemnation proceedings; (iv) any proceedings which could cause the change, redefinition or other modification of the zoning classification or related legal requirements applicable to the Property or any part thereof. Seller has not knowingly withheld from Buyer information relating to any material defects in the Property.
- (e) There are no lawsuits or legal proceedings pending or, to the best of Seller's knowledge, threatened affecting the Property in any way.
- (f) To the best of Seller's knowledge, (i) the Property is not contaminated with any hazardous substances, pollutants, contaminants, hazardous waste, or petroleum products (as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601, 42 USC 9604(a)(2), the Resource Conservation and Recovery Act, 42 USC 6903(5), 42 USC 6991 and other similar applicable federal and state laws and regulations) (collectively "Hazardous Materials"); (ii) the Property does not appear on any state or federal CERCLA or Superfund list; (iii) the Property does not contain any PCBs, asbestos, urea formaldehyde, or underground storage tanks; (iv) neither Seller nor any other party has placed or permitted the placement of any Hazardous Materials in, on or over the Property; (v) the Property does not lie within or contain, in whole or in part, any wetlands; and (vi) the Property has not been used as a plant or site where Hazardous Materials are subjected to treatment, storage, disposal or recovery.

(g) Seller has delivered the all of the Materials to Buyer.

The fact that Buyer undertakes or obtains any environmental audit or assessment of the Property shall not release or relieve Seller of or from any of the foregoing covenants, representations and warranties. In the event that any such environmental audit or assessment reflects that any of the foregoing representations and warranties are not true and correct, Seller immediately shall reimburse Buyer for the cost of such environmental audit or assessment, which reimbursement shall be in addition to all other rights and remedies of Buyer against Seller.

18. Survival of Representations, Warranties and Covenants. Each of the obligations, covenants, representations and warranties of the parties hereto set forth in this Agreement shall survive the Closing and shall not be merged in the deed or other instruments of conveyance.

19. Complete Agreement. This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Agreement except by a written agreement executed by Seller and Buyer.

20. Authorized Signatories. The persons executing this Agreement for and on behalf of Buyer and Seller each represent that they have the requisite authority to bind the entities on whose behalf they are signing.

21. Use of Brokers. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement or the transactions contemplated hereby, except for the Broker(s) identified in the Basic Terms. Seller shall pay a commission or fee to such Broker(s), provided this transaction closes, pursuant to separate agreement. Seller and Buyer each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party other than to such Broker(s). Such indemnity obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim.

22. Option. Buyer shall have the option to purchase the land adjacent to the real property (the "Option"), identified in Exhibit B as the "Option Property" and more specifically described in Schedule 1, and consisting of approximately 15.588 acres (the "Option Property"), for the purchase price of Six Hundred and Fifty Thousand Dollars and 00/100 (\$650,000) (the "Option Price"). This Option Price shall continue for a period of five (5) years, beginning July 1, 2017, and concluding June 30, 2022. At Closing, Seller and Buyer agree to execute the Option to Purchase Agreement and Right of First Refusal set forth on Exhibit C and incorporated herein (the "Option Agreement").

23. Right of First Refusal. Seller shall provide Buyer with a Right of First Refusal ("ROFR") to purchase the Option Property. The ROFR shall continue for the same period as the Option, beginning July 1, 2017, and concluding June 30, 2022 (the "ROFR Period"). Commencing on July 1, 2018, on or before July 1st of each year, Buyer shall reserve its right to exercise its ROFR by paying Seller in the amount of Six Thousand and Five Hundred Dollars and 00/100 (\$6,500) each year (each a "ROFR Payment"). The ROFR shall continue for duration of the ROFR Period. If Buyer chooses to purchase the Option Property, the full amount paid to reserve Buyer's ROFR shall be credited towards the Option

Price. If Buyer does not purchase the Option Property, Buyer forfeits the ROFR Payments and Seller shall keep the ROFR Payments in consideration for offering the ROFR.

If Seller or its successors receive a contract from an unrelated third party (the "ROFR Contract") to purchase the Option Property in its entirety (a "Triggering Event"), the Buyer's ROFR shall be triggered. After a Triggering Event, Seller shall serve written notice (the "ROFR Notice") upon Buyer, and include a copy of the ROFR Contract with the ROFR Notice. Within ten (10) business days after receipt of the ROFR Notice containing the ROFR Contract, Buyer must send written notice (the "Buyer Decision") electing either to purchase the Option Property at the Option Price and otherwise on identical terms as contained in the ROFR Contract or decline to purchase the Option Property. The Buyer's failure to respond within the aforesaid ten (10) business days shall be deemed to be the Buyer's decision electing not to purchase the Option Property.

If Buyer elects to purchase the Option Property, it shall deliver, with the Buyer Decision, two (2) originally executed real estate purchase contracts (collectively, the "Buyer Contracts") obligating Buyer to purchase the Option Property at the Option Price and otherwise on identical terms as offered in the ROFR Contract included with the ROFR Notice. Within ten (10) business days after receipt of the Buyer Decision that includes the executed Buyer Contracts obligating Buyer to purchase the Option Property, Seller shall execute and return to Buyer one (1) fully executed original of the Buyer Contract. The fully executed Buyer Contract is contingent upon approval of City Council.

24. Governing Law; Construction.

- (a) This Agreement shall be interpreted and enforced according to the laws of the state in which the Property is located.
- (b) All headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- (d) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.

25. Assignment. Buyer may assign this Agreement and all of its interests herein to an entity related to Buyer without the consent of Seller. Upon such assignment or nomination, the assignee or nominee shall have and be subject to all the rights, benefits, duties and obligations of Buyer hereunder. Seller shall not have the right to assign this Agreement or any rights thereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

"SELLER"

CITY OF CANAL WINCHESTER, OHIO,
an Ohio municipal corporation

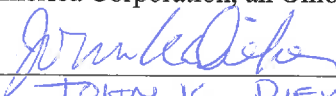
By: _____
Name: _____
Its: _____

CANAL WINCHESTER INDUSTRY AND
COMMERCE CORPORATION,
an Ohio non-profit corporation

By: _____
Name: _____
Its: _____

"BUYER"

Nifco America Corporation, an Ohio corporation

By: 
Name: JOHN K. DIEKER
Its: CHIEF FINANCIAL OFFICER

"TITLE COMPANY"

Harrison Title Company, Ltd., an Ohio limited
liability company

By: _____
Name: Glenda J. Harrison
Its: President

EXHIBIT A

Legal Description of Property

April 07, 2017

DESCRIPTION OF A 4.102 ACRE TRACT SOUTHWEST OF ROBINETT WAY, WESTERLY OF DOVE PARKWAY, CITY OF CANAL WINCHESTER, FAIRFIELD CO., OHIO

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, in Section 20, Township 15 North, Range 20 West, Congress Lands, and being a 4.102 acre portion of an original 83.5856 acre tract of land conveyed to Village of Canal Winchester, by deed of record in Deed Book 646, Page 849, all references being to the Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

Beginning at a stone found common to the southwest quarter of said Section 20, the southeast quarter of said Section 20, the northeast quarter of said Section 29 and the northwest quarter of said Section 29, at the southwest corner of said original 83.5856 acre tract, at the northwest corner of an original 166.66 acre tract of land conveyed to Veichhorn Limited Partnership, by deed of record in Official Record 1135, Page 1452 and in the east line of an original 98.989 acre tract of land conveyed, as Tract 1, to Village of Canal Winchester, by deed of record in Deed Book 639, Page 273;

thence N 04° 38' 22" E along the line common to the southwest and southeast quarter of said Section 20, along a portion of the west line of said original 83.5856 acre tract and along a portion of the east line of said original 98.989 acre tract a distance of 360.00 feet to a 3/4" I.D. iron pipe set;

thence S 85° 25' 51" E crossing a portion of said original 83.5856 acre tract a distance of 467.00 feet to a 3/4" I.D. iron pipe set;

thence S 04° 38' 22" W crossing a portion of said original 83.5856 acre tract a distance of 310.00 feet to a 3/4" I.D. iron pipe set;

thence S 85° 25' 51" E crossing a portion of said original 83.5856 acre tract a distance of 210.91 feet to a 3/4" I.D. iron pipe set in a west line of a 9.237 acre tract of land conveyed to NIFCO America Corporation, by deed of record in Official Record 1372, Page 3491;

thence S 04° 27' 08" W crossing a portion of said original 83.5856 acre tract and along a portion of a west line of said 9.237 acre tract a distance of 50.00 feet to a 3/4" I.D. iron pipe found at the southwest corner of said 9.237 acre tract, in the south line of said Section 20, in the north line of said Section 29, in the south line of said original 83.5856 acre tract and in the north line of a 50.157 acre tract of land conveyed to Diley Ridge Medical Center, by deed of record in Official Record 1369, Pg. 1041;

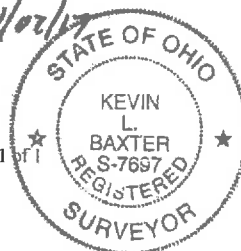
thence N 85° 25' 51" W along a portion of the south line of said Section 20, along a portion of the north line of said Section 29, along a portion of the south line of said original 83.5856 acre tract, along a portion of the north line of said 50.157 acre tract, along the north line of a 5.001 acre tract of land conveyed to Diley Ridge Medical Center, by deed of record in Official Record 1369, Pg. 1041 and along a portion of the north line of said original 166.66 acre tract a distance of 678.08 feet to the place of beginning;

containing 4.102 acres of land, more or less, and being subject to all easements and restrictions of record. Of said 4.102 acres, all are within P.N. 0420376300.

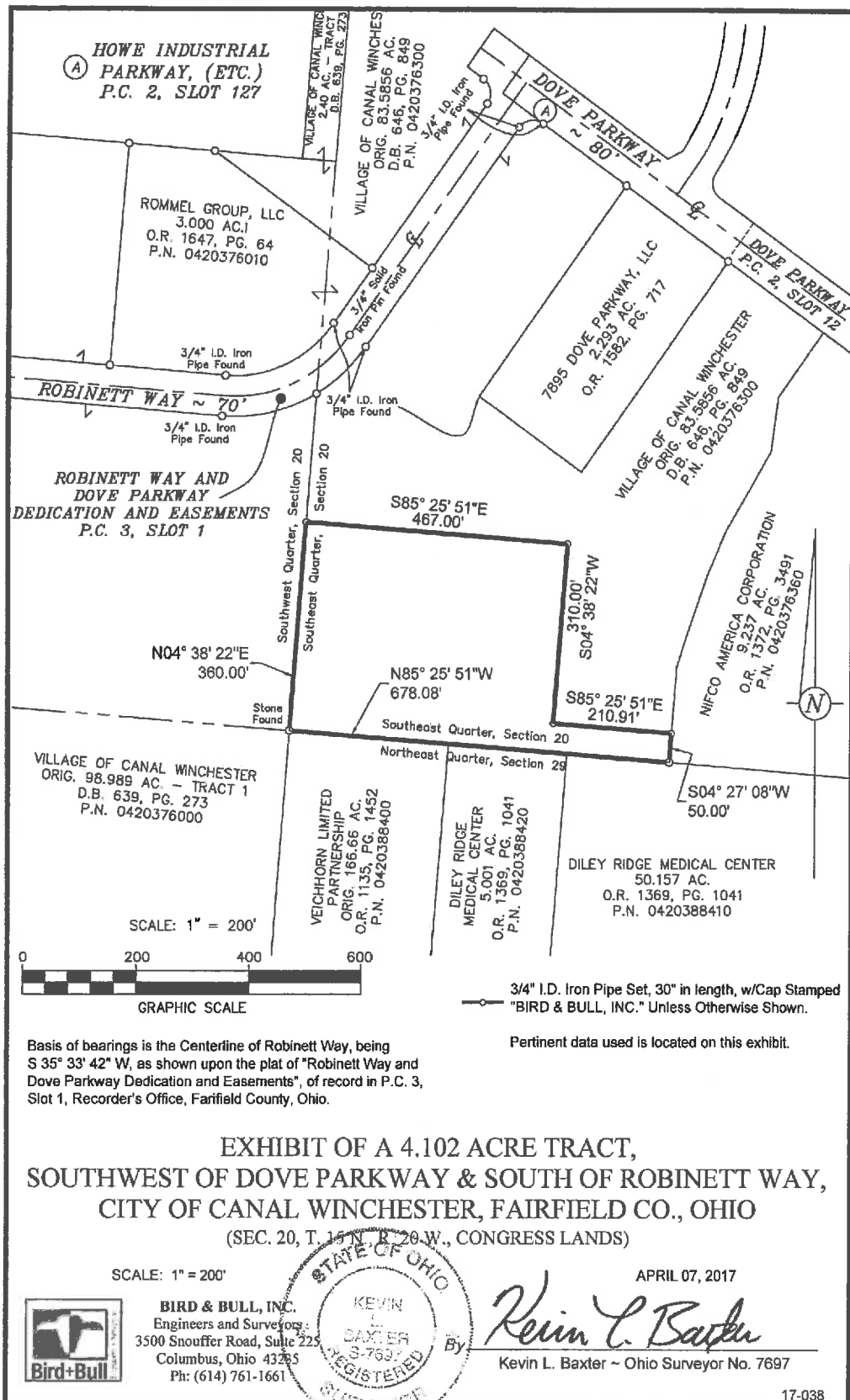
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in August, 2013 and March, 2017. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Robinett Way southwesterly from Dove Parkway, being S 35° 33' 42" W, as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.


Kevin L. Baxter - Ohio Surveyor #7697

Page 1 of 1



17-038/CW-4_1Ac



April 07, 2017

**DESCRIPTION OF A 16.000 ACRE TRACT
SOUTH FROM ROBINETT WAY, WESTERLY OF DOVE PARKWAY,
CITY OF CANAL WINCHESTER, FAIRFIELD CO., OHIO**

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, in Sections 20 and 29, Township 15 North, Range 20 West, Congress Lands, and being a 16.000 acre portion of an original 98.989 acre tract of land conveyed, as Tract 1, to Village of Canal Winchester, by deed of record in Deed Book 639, Page 273, all references being to the Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

Beginning at a stone found common to the southwest quarter of said Section 20, the southeast quarter of said Section 20, the northeast quarter of said Section 29 and the northwest quarter of said Section 29, at the southwest corner of an original 83.5856 acre tract of land conveyed to Village of Canal Winchester, by deed of record in Deed Book 646, Page 849, at the northwest corner of an original 166.66 acre tract of land conveyed to Veichhorn Limited Partnership, by deed of record in Official Record 1135, Page 1452 and in the east line of said original 98.989 acre tract;

thence S 04° 38' 27" W along a portion of the east line of said northwest quarter of said Section 29, along a portion of the northeast quarter of said Section 29, along a portion of the east line of said original 98.989 acre tract and along a portion of the west line of said original 166.66 acre tract a distance of 679.39 feet to a point on the approximate centerline of an existing 20" HP gasline (passing a 3/4" I.D. iron pipe found on-line at 629.39 feet);

thence N 72° 08' 22" W crossing a portion of said original 98.989 acre tract and along the approximate centerline of said existing 20" HP gasline a distance of 627.79 feet to a point;

thence N 04° 43' 52" E crossing a portion of said original 98.989 acre tract and perpendicular to the south right-of-way line of Robinett Way (70 feet in width), as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1 a distance of 1,066.07 feet to a 3/4" I.D. iron pipe set in the south right-of-way line of Robinett Way;


thence S 85° 16' 08" E crossing a portion of said original 98.989 acre tract and along the south right-of-way line of Robinett Way a distance of 444.90 feet to a 3/4" I.D. iron pipe found at a point of curvature;

thence easterly, crossing a portion of said original 98.989 acre tract, along a portion of the curved southerly right-of-way line of Robinett Way and with a curve to the left, data of which is: radius = 285.00 feet, and delta = 35° 14' 38", arc length of 175.31 feet, a chord distance of 172.56 feet bearing N 77° 06' 33" E to a 3/4" I.D. iron pipe set in the east line of said 98.989 acre tract, in the line common to the southwest and southeast quarter of said Section 20 and in the west line of said original 83.5856 acre tract;

thence S 04° 38' 22" W along a portion of the east line of said original 98.989 acre tract, along the common to the southwest and southeast quarter of said Section 20 and along a portion of the west line of said original 83.5856 acre tract a distance of 581.52 feet to the place of beginning;

containing 16.000 acres of land, more or less, and being subject to all easements and restrictions of record. Of said 16.000 acres, 7.482 acres are within said Section 20 and 8.518 acres are within said Section 29. All are within P.N. 0420376000.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in August, 2013 and March, 2017. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Robinett Way southwesterly from Dove Parkway, being S 35° 33' 42" W, as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.

 04/07/17
Kevin L. Baxter - Ohio Surveyor #7697

Page 1 of 1



17-038/CW-16Ac

April 07, 2017

**DESCRIPTION OF A 3.529 ACRE TRACT
NORTH FROM ROBINETT WAY, WESTERLY OF DOVE PARKWAY,
CITY OF CANAL WINCHESTER, FAIRFIELD CO., OHIO**

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, in Section 20, Township 15 North, Range 20 West, Congress Lands, and being a 3.529 acre portion of an original 98.989 acre tract of land conveyed, as Tract 1, to Village of Canal Winchester, by deed of record in Deed Book 639, Page 273, all references being to the Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

Beginning at a 3/4" I.D. iron pipe set in north side of the westerly bulbed end of Robinett Way (70 feet in width) and at a southeast corner of a 2.767 acre tract of land conveyed to Patrick M. Shea & Susan R. Stedman, by deed of record in Official Record 1651, Page 2214, said iron pipe being N 04° 43' 52" E a distance of 67.50 feet from a 1" diameter iron pin found at the center of said bulbed end of Robinett Way, said Robinett Way is as shown upon the plat of Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1;

thence N 04° 43' 52" E crossing a portion of said original 98.989 acre tract and along the east line of said 2.767 acre tract and said line extended northerly a distance of 349.99 feet to a 3/4" I.D. iron pipe set in the north line of said original 98.989 acre tract and in the south line of a tract of land conveyed, as Tract II, to Stanley E. Smith, by deeds of record in Deed Book 602, Page 988 and Deed Book 639, Page 271;

thence S 85° 14' 37" E along a portion of the north line of said Original 98.989 acre tract and along a portion of the south line of said Tract II a distance of 405.56 feet to a 3/4" I.D. iron pipe set at the northwest corner of a 3.000 acre tract of land conveyed to Rommel Group, LLC, by deed of record in Official Record 1647, Pg. 64;

thence S 04° 43' 52" W crossing a portion of said original 98.989 acre tract and along the west line of said 3.000 acre tract a distance of 382.32 feet to a 3/4" I.D. iron pipe set at the southwest corner of said 3.000 acre tract and in the north right-of-way line of Robinett Way;


thence N 85° 16' 08" W crossing a portion of said original 98.989 acre tract and along the north right-of-way line of Robinett Way a distance of 326.67 feet to a 3/4" I.D. iron pipe found at a point of curvature;

thence northwesterly crossing a portion of said original 98.989 acre tract, along the curved northerly right-of-way line of Robinett Way and with a curve to the right, data of which is: radius = 44.50 feet, and delta = 44° 46' 47", arc length = 34.78 feet, a chord distance of 33.90 feet bearing N 62° 52' 45" W to a 3/4" I.D. iron pipe set at a point of reverse curvature;

thence northwesterly crossing a portion of said original 98.989 acre tract, along the curved northerly right-of-way line of Robinett Way and with a curve to the left, data of which is: radius = 67.50 feet, and delta = 44° 46' 47", arc length = 52.75 feet, a chord distance of 51.42 feet bearing N 62° 52' 45" W to the place of beginning;

containing 3.529 acres of land, more or less, and being subject to all easements and restrictions of record. Of said 3.529 acres, all is within P.N. 0420376000.

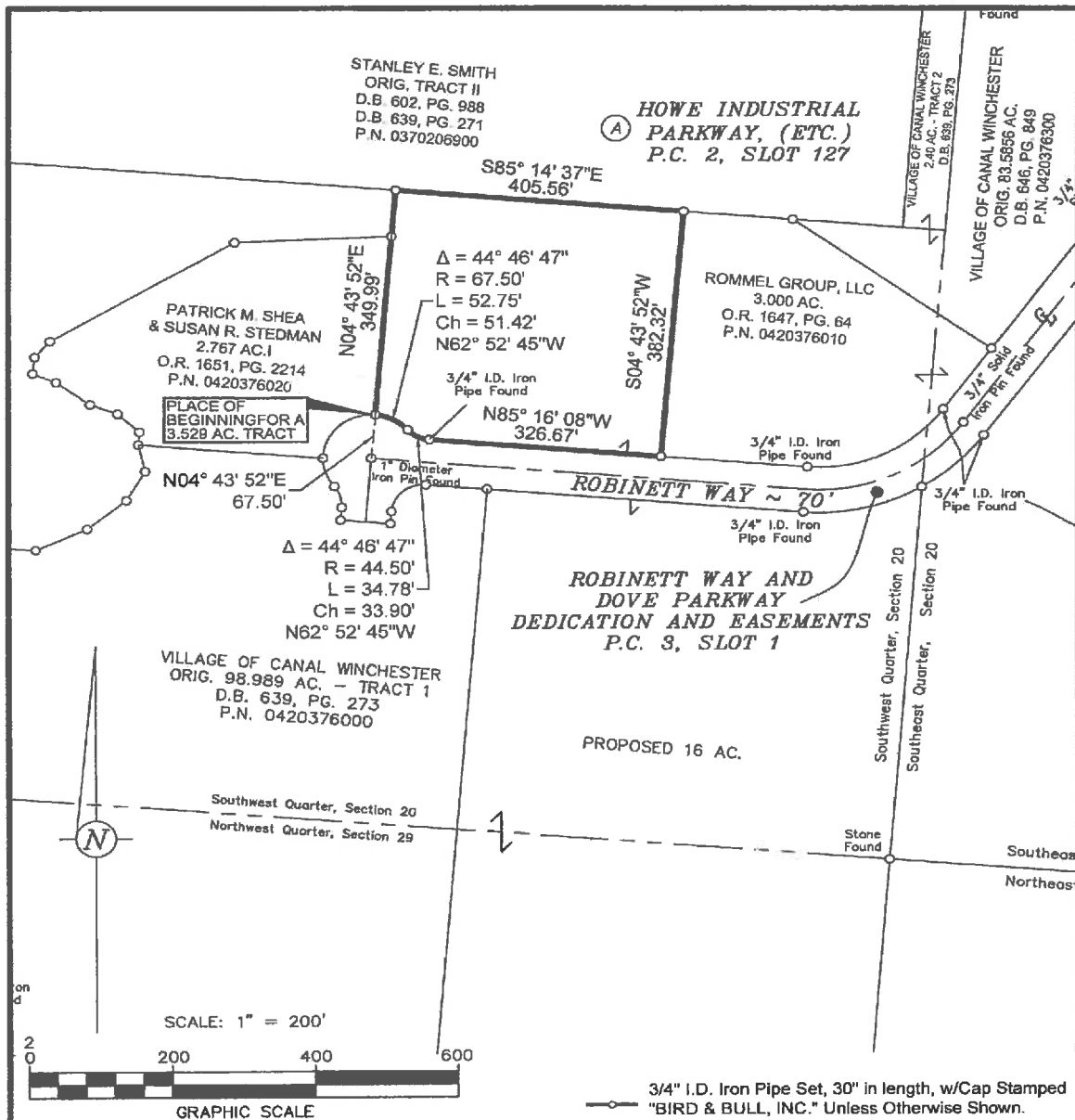
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in August, 2013 and March, 2017. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Robinett Way southwesterly from Dove Parkway, being S 35° 33' 42" W, as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.


Kevin L. Baxter ~ Ohio Surveyor #7697

Page 1 of 1



17-038/CW-3_5Ac



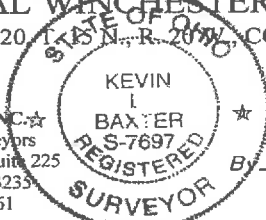
Basis of bearings is the Centerline of Robinett Way, being S 35° 33' 42" W, as shown upon the plat of "Robinett Way and Dove Parkway Dedication and Easements", of record in P.C. 3, Slot 1, Recorder's Office, Fairfield County, Ohio.

**EXHIBIT OF A 3.529 ACRE TRACT,
 NORTH FROM ROBINETT WAY, WEST OF DOVE PARKWAY,
 CITY OF CANAL WINCHESTER, FAIRFIELD CO., OHIO
 (SEC. 20, T. 15 N., R. 20 W., CONGRESS LANDS)**

SCALE: 1" = 200'



BIRD & BULL, INC.
 Engineers and Surveyors
 3500 Snouffer Road, Suite 225
 Columbus, Ohio 43235
 Ph: (614) 761-1661



APR 07, 2017
Kevin L. Baxter
 Kevin L. Baxter ~ Ohio Surveyor No. 7697

17-038

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EXHIBIT B

Option Property

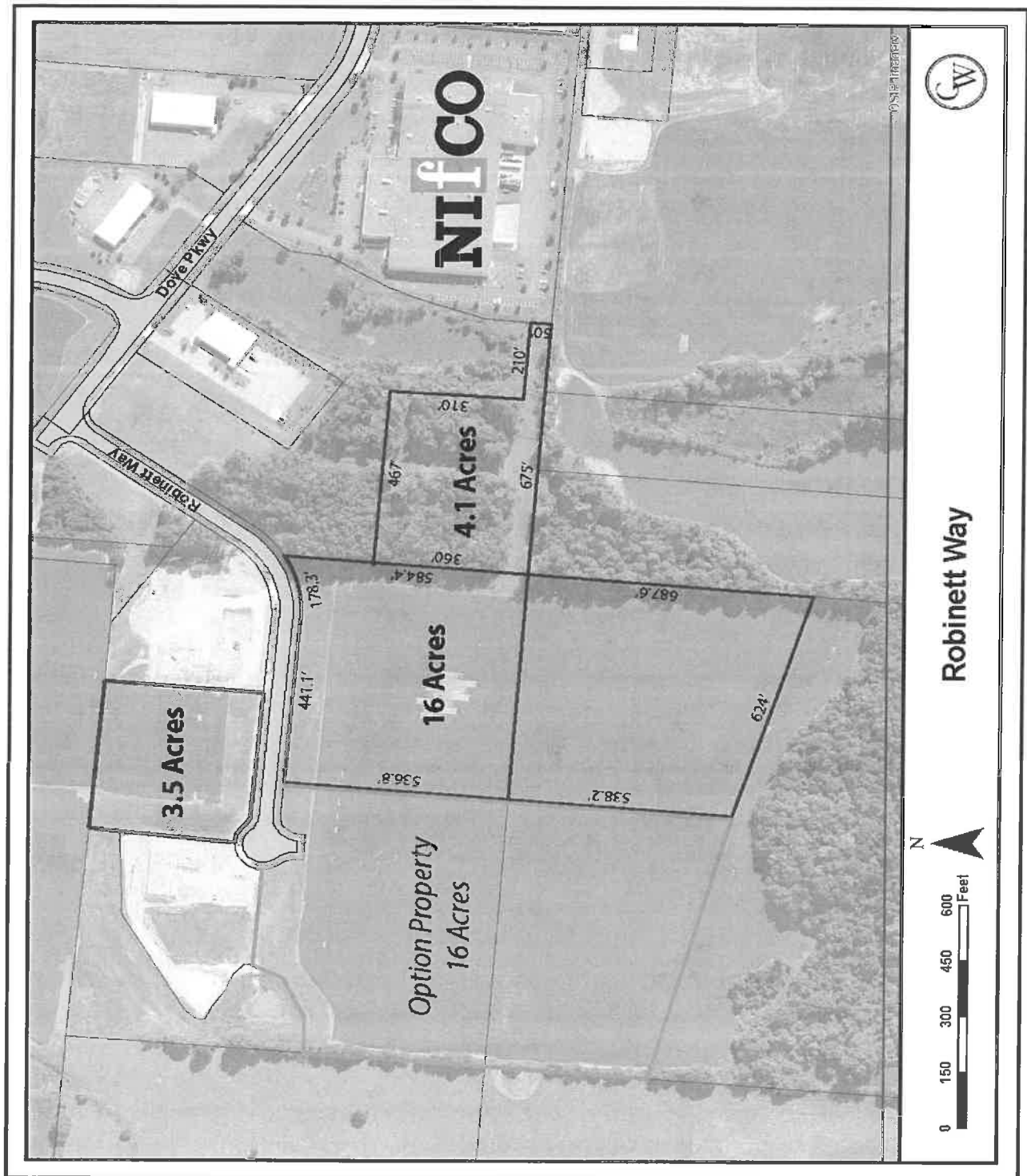


EXHIBIT C

Option Agreement

OPTION TO PURCHASE AGREEMENT AND RIGHT OF FIRST REFUSAL

This Option to Purchase Agreement and Right of First Refusal (the "**Option Agreement**") is made as of the ____ day of _____, 2017 (the "**Effective Date**"), by and between the City of Canal Winchester, Ohio, an Ohio municipal corporation, Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation ("**Grantor**"), and Nifco America Corporation, an Ohio corporation ("**Grantee**").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), the mutual promises and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each to the other, the undersigned agree as follows:

1. Option. Grantor does hereby grant to the Grantee the option to purchase (the "**Option**") the Option Property (as hereafter defined), on the terms and conditions set forth below.

2. Option Property. The real property which is the subject of this Option Agreement is that certain approximately 15.588 acre parcel of real property identified on Schedule 1 attached hereto and incorporated herein (the "**Option Property**").

3. Term. The Option shall be effective, and may be exercised by Grantee by giving Grantor written notice of Grantee's election to exercise the Option, commencing on the July 1, 2017 and ending on June 30, 2022, unless sooner terminated or extended as provided in this Option Agreement (the "**Option Period**").

4. Purchase Price. The purchase price to be paid for the Option Property on the exercise of this Option shall be Six Hundred Fifty Thousand Dollars (\$650,000.00), payable in immediately available funds at closing.

5. Purchase. If the Option is exercised as provided in Section 3 above, Grantee and Grantor shall enter into a Real Estate Purchase Agreement (the "**Purchase Agreement**"), providing for the purchase and sale of the Option Property consistent with, except for the Purchase Price, the terms of this Option Agreement and the applicable terms of the Real Estate Purchase Agreement between Grantor and Grantee dated _____, 2017, within thirty (30) days after the exercise of the Option.

6. Right of First Refusal. Grantor shall provide Grantee with a Right of First Refusal ("ROFR") to purchase the Option Property. The ROFR shall continue for the same period as the Option, beginning July 1, 2017 and concluding June 30, 2022 (the "**ROFR Period**"). Commencing on July 1, 2018, on or before July 1st of each year, Grantee shall reserve its right to exercise its ROFR by paying Grantor in the amount of Six Thousand and Five Hundred Dollars and 00/100 (\$6,500) each year (each a "**ROFR Payment**"). The ROFR shall continue for duration of the ROFR Period. If Grantee chooses to purchase the Option Property, the full amount paid to reserve Grantee's ROFR shall be credited towards the Option Price. If Grantee does not purchase the Option Property, Grantee forfeits the ROFR Payments and Grantor shall keep the ROFR Payments in consideration for offering the ROFR.

If Grantor or its successors receive a contract from an unrelated third party (the "**ROFR Contract**") to purchase the Option Property in its entirety (a "**Triggering Event**"), the Grantee's ROFR shall be triggered. After a Triggering Event, Grantor shall serve written notice (the "**ROFR Notice**") upon Grantee, and include a copy of the ROFR Contract with the ROFR Notice. Within ten (10) business days after receipt of the ROFR Notice containing the ROFR Contract, Grantee must send written notice (the "**Grantee Decision**") electing either to purchase the Option Property at the Option Price and otherwise on identical terms as contained in the ROFR Contract or decline to purchase the Option Property. The Grantee's failure to respond within the aforesaid ten (10) business days shall be deemed to be the Grantee's decision electing not to purchase the Option Property.

If Grantee elects to purchase the Option Property, it shall deliver, with the Grantee Decision, two (2) originally executed real estate purchase contracts (collectively, the "**Grantee Contracts**") obligating Grantee to purchase the Option Property at the Option Price and otherwise on identical terms as offered in the ROFR Contract included with the ROFR Notice. Within ten (10) business days after receipt of the Grantee Decision that includes the executed Grantee Contracts obligating Grantee to purchase the Option Property, Grantor shall execute and return to Grantee one (1) fully executed original of the Grantee Contract. The fully executed Grantee Contract is contingent upon approval of City Council.

7. Notice of Exercise. Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: Any notice required or permitted to be given under this Option Agreement or by law shall be deemed to have been given if reduced to writing and delivered (a) mailed by certified mail, postage prepaid, return receipt requested, or (b) overnight, via nationally recognized overnight courier with tracking capabilities, such as UPS or Federal Express, with documentation of the other party's receipt or refusal of the notice. Such notices shall be sent to the Parties' respective addresses for notices set forth as follows:

Grantor: Canal Winchester Industry and Commerce Corporation
c/o City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

Copy to: Eugene L. Hollins
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215

Grantee: Nifco America Corporation
c/o Rodney Craddock
8015 Dove Parkway
Canal Winchester, OH 43110

Copy to: James M. Groner
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, Ohio 43215

8. Right of Entry. At all times during the period of this Option, upon prior written notice being given by Grantee to Grantor, Grantee, its agents, employees, contractors and representatives shall have the right, at reasonable times so as not to interfere with Grantor's use of the Option Property, to enter upon the Option Property for the purposes of conducting soil tests, engineering studies, land planning and other testing and exploration work necessary or appropriate to formulate plans and to determine suitability of the Option Property for Grantee's intended use of the Option Property. Grantee shall defend, indemnify and save harmless Grantor from any and all claims, losses, damages and expenses arising from the entry onto the Option Property by Grantee, its agents, employees, contractors and representatives. Grantee further agrees to return or restore the Option Property to substantially its original state or condition within a reasonable time after any such testing, studies or other exploration work is performed, not to exceed thirty (30) days after commencement of such work.

9. Assignment. This Option Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective successors and assigns. Notwithstanding the foregoing, Grantee may assign or transfer Grantee's rights and obligations under this Option Agreement, or all or any part of Grantee's rights or obligations hereunder, to a third party.

10. Brokers. Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Agreement or the transactions contemplated hereby. Grantor and Grantee each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, expense or claim incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party other than to such Broker(s). Such indemnity obligation shall be deemed to include the payment of reasonable attorneys' fees and court costs incurred in defending any such claim.

11. Grantee Termination Right. At any time during the Option Period, Grantee, at Grantee's sole discretion, may terminate this Option Agreement without any further liability by delivering written notice to Grantor (the "**Termination Notice**").

12. Miscellaneous.

a. It is hereby understood and agreed by the parties hereto that time is of the essence in this Option Agreement and the transactions contemplated hereby.

b. This Option Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

c. This Option Agreement shall be binding upon and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties.

d. This Option Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be modified, amended, waived or discharged except in writing executed by all of the parties.

e. This Option Agreement supersedes all prior understandings and agreements between the parties hereto except as provided herein.

f. If any deadline set forth herein falls on a Saturday, Sunday or holiday, the deadline shall be extended to the next business day.

g. The parties acknowledge that they have had an opportunity to consult with legal counsel and to study and negotiate the terms and provisions of this Option Agreement. The draftsmanship or authorship of this Option Agreement, any exhibits or addenda hereto and any interlineations hereof shall not be construed in favor of or against either party, having been negotiated and adopted fully and freely by both Parties.

h. This Option Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Option Agreement may be executed by facsimile or electronic scan of signatures which shall be deemed binding upon the parties with an original to follow via mail.

i. At the same time this Option Agreement is signed, Grantor and Grantee shall execute and record a Memorandum of Option Agreement reflecting the terms of this Option Agreement in a form as set forth on Schedule 2 attached hereto and incorporated herein. Grantee shall have the right to record said memorandum in the Franklin County, Ohio Recorder's office, at Grantee's expense.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement effective on the day, month and year first set forth above.

GRANTOR:

Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

My Commission Expires _____

GRANTEE:

Nifco America Corporation, an Ohio corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO)

)

ss:

COUNTY OF FRANKLIN)

This instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of Nifco America Corporation, an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires _____

This instrument was prepared by:

James M. Groner, Esq.
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215-3422

Option Property



Schedule 2

Memorandum of Option Agreement

This Memorandum of Option Agreement (the "Memorandum") is executed effective as of this ____ day of _____, 2017, by and between the City of Canal Winchester, Ohio, an Ohio municipal corporation, Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation, having a mailing address of 36 South High Street, Canal Winchester, OH 43110 ("Grantor") and Nifco America Corporation, an Ohio corporation, having a mailing address of 8015 Dove Parkway, Canal Winchester, OH 43110 ("Grantee"), and is being executed to set forth the terms and provisions of a certain the Option Agreement (as defined below).

1. The name and address of the Grantor in the Option Agreement is Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation, having a mailing address of 36 South High Street, Canal Winchester, OH 43110.
2. The name and address of the Grantee in the Option Agreement is Nifco America Corporation, an Ohio corporation, having a mailing address of 8015 Dove Parkway, Canal Winchester, OH 43110.
3. The "Option Agreement" is that certain Option to Purchase Agreement and Right of First Refusal between Grantor and Grantee dated _____, 2017.
4. The "Option Property" consists of the land more particularly set forth on **Exhibit A** attached hereto and incorporated herein. A legal description of the property depicted in **Exhibit A** shall be prepared and the parcel shall be created at Seller's expense at the time that the option for the property is exercised.
5. The term of the Option Agreement is five (5) years commencing on July 1, 2017 and terminating on June 30, 2022 (the "Option Period"), subject to the terms of the Option Agreement.
6. If the Grantee is not in default under the terms of the Option Agreement, the Grantee shall have the option to purchase the Option Property and the right of first refusal to match any offer to purchase the Option Property during the Option Period.
7. This Memorandum describes only selected provisions of the Option Agreement, and reference must be made to the text of the Option Agreement for the full terms and conditions. This Memorandum shall not in any way amend or supersede the terms and conditions of the Option Agreement.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Memorandum of Option Agreement on the date first written above.

GRANTOR:

Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me this ____ day of _____, 2017,
by _____, as _____ of Canal Winchester Industry and
Commerce Corporation, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

My Commission Expires _____

GRANTEE:

Nifco America Corporation, an Ohio
corporation

By: _____

Name: _____

Its: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me this ____ day of _____, 2017, by
_____, as _____ of Nifco America Corporation, an Ohio
corporation, on behalf of the corporation.

Notary Public

My Commission Expires _____

This instrument was prepared by:

James M. Groner, Esq.
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215

Exhibit A
Option Property

